

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON, SEATTLE

BAYVIEW LOAN SERVICING, LLC,  
Plaintiff,

v.

EUNICE BIAS, AND DOES 10-10,  
Defendants.

EUNICE BIAS,  
Counterclaim Plaintiff,

v.

BAYVIEW LOAN SERVICING, LLC,  
Counterclaim Defendant.

Case No. C20-1822RSL

PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential and private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer

1 blanket protection on all disclosures or responses to discovery, the protection it affords from  
2 public disclosure and use extends only to the limited information or items that are entitled to  
3 confidential treatment under the applicable legal principles, and it does not presumptively  
4 entitle parties to file confidential information under seal.

5 2. CONFIDENTIAL MATERIAL

6 “Confidential Material” shall include (a) material that the disclosing party and its  
7 counsel believe in good faith contains sensitive or personal information, such as material  
8 concerning family, health, or financial issues including medical and employment records;  
9 (b) non-public information regarding the Defendants’ business operations, future strategies,  
10 and personnel decisions and records; c) financial information not previously disclosed to the  
11 public (including profitability reports, sales reports, ordering data, financing information,  
12 forecasts, and banking information); (d) business plans, policies, product information, or  
13 marketing plans not previously disclosed to the public; (e) proprietary business information  
14 or communications, algorithms, or other confidential research, development, or commercial  
15 information or communications; or f) any information the Defendants have received from  
16 others that the Defendants are legally or contractually obligated to keep confidential.

17 3. SCOPE

18 The protections conferred by this agreement cover not only Confidential Material (as  
19 defined above), but also (1) any information copied or extracted from Confidential Material;  
20 (2) all copies, excerpts, summaries, or compilations of Confidential Material; and (3) any  
21 testimony, conversations, or presentations by parties or their counsel that might reveal  
22 Confidential Material.

23 However, the protections conferred by this agreement do not cover information that is  
24 in the public domain or becomes part of the public domain through trial or otherwise.

1 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

2 4.1 Basic Principles. A receiving party may use Confidential Material that is  
3 disclosed or produced by another party or by a non-party in connection with this case only for  
4 prosecuting, defending, or attempting to settle this litigation. Confidential Material may be  
5 disclosed only to the categories of persons and under the conditions described in this  
6 agreement. Confidential Material must be stored and maintained by a receiving party at a  
7 location and in a secure manner that ensures that access is limited to the persons authorized  
8 under this agreement.

9 4.2 Disclosure of Confidential Material. Unless otherwise ordered by the court or  
10 permitted in writing by the designating party, a receiving party may disclose any Confidential  
11 Material only in a manner in compliance with this Protective Order and only to:

12 (a) the receiving party's counsel of record in this action, as well as  
13 employees of counsel to whom it is reasonably necessary to disclose the information for this  
14 litigation;

15 (b) the officers, directors, and employees (including in house counsel) of  
16 the receiving party to whom disclosure is reasonably necessary for this litigation;

17 (c) experts and consultants to whom disclosure is reasonably necessary for  
18 this litigation and who have signed the "Acknowledgment and Agreement to Be Bound"  
19 (Exhibit A);

20 (d) the court, court personnel, and court reporters and their staff;

21 (e) copy or imaging services retained by counsel to assist in the duplication  
22 of Confidential Material, provided that counsel for the party retaining the copy or imaging  
23 service instructs the service not to disclose any Confidential Material to third parties and to  
24 immediately return all originals and copies of any Confidential Material;

25 (f) during their depositions, witnesses in the action to whom disclosure is  
26 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be

Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Confidential Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

4.3 Filing Confidential Material. Before filing Confidential Material or discussing or referencing such material in court filings, the filing party shall confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. During the meet and confer process, the designating party must identify the basis for sealing the specific confidential information at issue, along with any objection to sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. A party who seeks to maintain the confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with the strong presumption of public access to the Court’s files.

## 5. DESIGNATING CONFIDENTIAL MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or non-party that designates information or items for protection under this agreement must take care to limit any such designation to specific material that qualifies under the appropriate standards. The designating party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify, so that other

1 portions of the material, documents, items, or communications for which protection is not  
2 warranted are not swept unjustifiably within the ambit of this agreement.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
4 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to  
5 unnecessarily encumber or delay the case development process or to impose unnecessary  
6 expenses and burdens on other parties) may expose the designating party to sanctions.

7 If it comes to a designating party's attention that information or items that it  
8 designated for protection do not qualify for protection, the designating party must promptly  
9 notify all other parties that it is withdrawing the mistaken designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
11 agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or  
12 ordered, disclosure or discovery material that qualifies for protection under this agreement  
13 must be clearly so designated before or when the material is disclosed or produced.

14 (a) Information in documentary form: (*e.g.*, paper or electronic documents  
15 and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), the designating party must affix the word "CONFIDENTIAL" to each page that  
17 contains Confidential Material. If only a portion or portions of the material on a page  
18 qualifies for protection, the producing party also must clearly identify the protected portion(s)  
19 (*e.g.*, by making appropriate markings in the margins).

20 (b) Testimony given in deposition or in other pretrial proceedings: the  
21 parties and any participating non-parties must identify on the record, during the deposition or  
22 other proceeding, all protected testimony, without prejudice to their right to so designate other  
23 testimony after reviewing the transcript. Any party or non-party may, within fifteen (15) days  
24 after receiving the transcript of the deposition or other pretrial proceeding, designate portions  
25 of the transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect  
26 confidential information at trial, the issue should be addressed during the pre-trial conference.

1 (c) Other tangible items: the producing party must affix in a prominent  
2 place on the exterior of the container or containers in which the information or item is stored  
3 the word "CONFIDENTIAL." If only a portion or portions of the information or item warrant  
4 protection, the producing party, to the extent practicable, shall identify the protected  
5 portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
7 designate qualified information or items does not, standing alone, waive the designating  
8 party's right to secure protection under this agreement for such material. Upon timely  
9 correction of a designation, the receiving party must make reasonable efforts to ensure that the  
10 material is treated in accordance with the provisions of this agreement.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
13 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality  
14 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
15 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
16 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
17 original designation is disclosed.

18 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute  
19 regarding confidential designations without court involvement. Any motion regarding  
20 confidential designations or for a protective order must include a certification, in the motion  
21 or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer  
22 conference with other affected parties in an effort to resolve the dispute without court action.  
23 The certification must list the date, manner, and participants to the conference. A good faith  
24 effort to confer requires a face-to-face meeting or a telephone conference.

25 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
26 intervention, the designating party may file and serve a motion to retain confidentiality under

Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (*e.g.* to harass or impose unnecessary expense and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the court rules on the challenge.

7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party shall:

(a) promptly notify the designating party in writing and include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose Confidential Material may be affected.

8. UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL MATERIAL

If a receiving party learns that, by inadvertence or otherwise, it has disclosed Confidential Material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement, and (d) request that such person or persons execute

1 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

2 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
3 PROTECTED MATERIAL

4 When a producing party gives notice to receiving parties that certain inadvertently  
5 produced material is subject to a claim of privilege or other protection, the obligations of the  
6 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
7 provision is not intended to modify whatever procedure may be established in an e-discovery  
8 order or agreement that provides for production without prior privilege review. The parties  
9 agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10 10. NON TERMINATION AND RETURN OF DOCUMENTS

11 Within 60 days after the termination of this action, including all appeals, each  
12 receiving party must return all Confidential Material to the producing party, including all  
13 copies, extracts, and summaries thereof. Alternatively, the parties may agree upon  
14 appropriate methods of destruction.

15 Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
16 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
17 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
18 work product, even if such materials contain Confidential Material.

19 The confidentiality obligations imposed by this agreement shall remain in effect until  
20 a designating party agrees otherwise in writing or a court orders otherwise.

21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

22  
23 DATED: 03/12/2021

By: /s/Chellie Hammack

Chellie Hammack, WSBA #31796

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HAMMACK LAW

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Everett, WA 98201

Attorney for Eunice Bias



1  
2 DATED: 03/12/2021

By: s/ Anthony C. Soldato

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11 PURSUANT TO STIPULATION, IT IS SO ORDERED.

12 IT IS FURTHER ORDERED that pursuant to Fed. R. Ev. 502(d), the production of any  
13 documents in this proceeding shall not, for the purposes of this proceeding or any other  
14 proceeding in any other court, constitute a waiver by the producing party of any privilege  
15 applicable to those documents, including the attorney-client privilege, attorney work-product  
16 protection or any other privilege or protection recognized by law.  
17

18 Dated this 15th day of March, 2021.  
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20 

21 Robert S. Lasnik

22 United States District Judge  
23  
24  
25  
26

EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States District Court  
for the Western District of Washington on [date] in the case of \_\_\_\_\_.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order,  
and I understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court, in and  
for the Western District of Washington for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after termination of  
this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_